

Chambers of  
H. Steele Langford  
Chief Magistrate Judge

United States District Court  
Northern District of California  
San Francisco, California  
94102

**MEMORANDUM**

TO: INTERESTED PARTIES

FM: CHIEF MAGISTRATE F. STEELE LANGFORD *FLS*

DATE: JUNE 1995

SUBJECT: GUIDELINES IN POSTING REAL PROPERTY AS BAIL IN LIEU  
OF CASH/SURETY BOND; SURRENDERING PASSPORT(S)

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When property will be posted as bail, you MUST FIRST PRESENT ALL PROPERTY DOCUMENTS TO THE ASSISTANT U.S. ATTORNEY handling the case for approval.

**PLEASE NOTE THAT THE FINANCIAL DEPARTMENT OF THE CLERK OF COURT WILL NOT ACCEPT THE PROPERTY IF IT IS NOT RECORDED, therefore,**

1. Recordation of the Deed of Trust in the county in which the property is located must be completed and ready to be presented to the court at the time of the hearing before your client will be released; OR,

2. If approved by the Asst. U.S. Attorney assigned the case, your client may be released from custody on the condition that recordation of the Deed of Trust be made within one (1) week. The assigned Asst. U.S. Attorney reviewing the documents shall monitor the compliance of the seven (7) day recordation requirement. If no recordation have been made by said date, the Asst. U.S. Attorney shall call the Magistrate Judge's clerk to calendar the matter.

If your matter is already set on calendar for posting of property, please have all property documents in order, signed by the pertinent surety/sureties, and approved, and all named surety/sureties in court, so as not to delay the court and in releasing your client. Parties will need to sign certain documents in court.

GUIDELINES-PROPERTY POSTING (Page 2)

As your client, as well as all parties named on the deed, or the sureties, **WILL NEED TO APPEAR IN COURT TO SIGN CERTAIN DOCUMENTS**, and the U.S. Marshal's Office will need sufficient time to have your client transported from the facility to court, **IT IS ADVISED THAT COUNSEL NOT WAIT UNTIL LATE AFTERNOON OR THE LAST MINUTE TO POST PROPERTY**. If you try for late posting, you will only be informed that posting of property will be set for the next available date (the next day, or if on a Friday, the next available date will be Monday). **THERE ARE NO WEEKEND POSTINGS.**

Please read the attached GUIDELINES AND SAMPLE FORMS so that you will be familiar with what you need for the preparation of property posting.

PLEASE FOLLOW THESE GUIDELINES WHEN PREPARING THE PROPERTY DOCUMENTS FOR BAIL POSTING. **REMEMBER, they must first be approved by the Assistant U.S. Attorney handling the case.**

**DOCUMENTS REQUIRED:** Original recorded Deed of Trust, Appraisal Report(s), Title Report, an Obligation, and a Substitution/Reconveyance document.

(1) **Original recorded Deed of Trust** - The deed, naming **RICHARD W. WIEKING**, Clerk of Court, U.S. District Court, as beneficiary under a standard institutional Deed of Trust. (The institution, title company, a bank, etc., will be the trustee).

THE DEED OF TRUST SHOULD HAVE TYPED IN BOLD OR UNDERSCORED PRINT THAT THE "DEED OF TRUST IS EXECUTED SOLELY FOR THE PURPOSE OF POSTING BAIL IN THE CASE OF U.S. v. \_\_\_\_\_, DEFENDANT, U.S. DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA, CR. NO. \_\_\_\_\_."

(Note: The **Deed of Trust** shall be recorded and delivered/mailed to the Court **BEFORE** the defendant shall be released from custody; OR, if approved, the defendant may be released from custody on the condition that recordation be made within one (1) week. The assigned attorney reviewing the documents shall monitor the compliance of the 7 day recordation requirement). Mailing address: Richard W. Wieking, Clerk of Court, 450 Golden Gate Avenue, P.O. Box 36060, San Francisco, CA 94102

## GUIDELINES-PROPERTY POSTING (Page 3)

### (2) Appraisals -

A. Bail Under \$100,000 - Obtain a current appraisal of the market value of the property to be posted. The appraisal must be performed by an appraiser licensed or certified by the California Office of Real Estate Appraisers. In the case of property outside of California, the appraisal must be performed by an appraiser licensed or certified by the licensing authority for appraisers in the state where the property is situated.

An appraisal must contain the state certification number or license number of the appraiser. An appraisal must also be performed in conformity with the Uniform Standards of Professional Appraisal Practice and must contain an "Appraiser's Certification," certifying to compliance with the Standards. A sample form of Appraiser's Certification is attached to these Guidelines.

B. Bail of \$100,000 Or More - Obtain two (2) independent appraisals of the market value of the property to be posted. Each appraisal must meet the same standards set forth above in relation to bail under \$100,000 (Section 2 A. above)

(3) Title Report/Insurance - Obtain a current title report, prepared by a commercial title company, reflecting the filing of the Deed of Trust to the Clerk of Court, as well as all prior liens and encumbrances on the subject property. The difference in money amount between the appraised value and the total of liens and encumbrances will give close approximation of the net equity available to the government. The net equity must exceed the amount of the bail. Property that has more than two pre-existing liens will not be accepted. In addition, for any bail exceeding \$100,000, you must obtain a current title insurance policy issued by a commercial title company insuring the Clerk of Court for the full value of the bail.

(4) Obligation - A statement which constitutes the pledge signed by the person/persons pledging the aforesaid property, or other form of security. (Please see attached sample Obligation form for property; if other type of security, please prepare an Obligation relevant to that security).

(5) Substitution of Trustee/Reconveyance - This shows the recording data from the Deed of Trust. As beneficiary under the Deed, **RICHARD W. WIEKING**, as Clerk of Court, BOTH substitutes himself as trustee, AND reconveys the government's interest. A sample form is attached.

#### GUIDELINES-PROPERTY POSTING (Page 4)

The Asst. U.S. Attorney will submit copies of all the executed documents to the assigned Magistrate Judge with his/her signature that the papers and pledge are sufficient and proper.

The above guidelines will assure that the posting of property is adequate and informs the defendant(s) and counsel of what is required. If any questions arise that are not contained in these instructions, please contact the Asst. U.S. Attorney assigned the case.

**ALL DOCUMENTS SHALL BE GIVEN TO THE DEPUTY CLERK WHO WILL THEN LODGE THEM WITH THE CLERK OF COURT. THE U.S. ATTORNEY'S OFFICE SHALL NOT KEEP THE PROPERTY DOCUMENTS.**

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#### **SURRENDERING OF PASSPORT AS A CONDITION OF BAIL**

When the court states and requires the surrendering of any and all passport(s), green card(s), etc. issued to your client, as a condition of bail release, IT/THEY MUST BE SURRENDERED to the court before your client will be released from custody, or if approved, to be surrendered within one (1) week. SAID DOCUMENT(S) SHALL BE GIVEN/FORWARD TO THE DEPUTY CLERK, WHO WILL LODGE IT/THEM WITH THE CLERK OF COURT. The Asst. U.S. Attorney or the arresting law enforcement agency shall not keep said document(s).

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(County Recordation Stamp)

AND WHEN RECORDED MAIL TO

Richard W. Wieking  
Clerk of Court  
450 Golden Gate Avenue  
P.O. Box 36060  
San Francisco, CA 94102

- SPACE ABOVE THIS LINE FOR RECORDER'S USE -

# DEED OF TRUST AND ASSIGNMENT OF RENTS

**This Bond of Trust, made this**

(Name: \_\_\_\_\_)

[illegible]

**James Earl RAY**

~~Volume 100, Number 1~~

**(Member and Service)**

1994

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**Table 1**

TRANSMERICA TITLE INSURANCE COMPANY, a California corporation, herein as the TRUSTEE, and

### INTERNAL SECURITY

Witness: The Trust hereby GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE in TRUST WITH POWER OF SALE, that real property in the \_\_\_\_\_ County of \_\_\_\_\_, State of California, described as

(THIS IS A SAMPLE FORM ONLY AND NOT TO BE USED - YOU MUST OBTAIN  
AN ORIGINAL DEED OF TRUST FORM)

**SAMPLE**

TOGETHER WITH the facts, notes and photos obtained, SUBJECT, HOWEVER, to the right, power and authority given, as used and conferred upon themselves by Paragraph 1 of Part II of the provisions mentioned herein by reference to collect and supply such notes, maps and photos, FOR THE PURPOSE OF RECEIVING payment of maintenance rendered by a preliminary note, of such due benefit, delivered by Trevor at the time of

any additional points and answer therein which may hereafter be located to the Trustee or his successors or assigned by the Beneficiary, and the performance of such agreement between transferee. Additional issue herewith made and answer thereon shall be subject to the Order of Trust with all made to the Trustee while he is in the office of record of his present address in last property, or he has successors or assigns while they are the owners of record thereof, and shall be enforceable by a preliminary order requiring that it be carried by the Order of Trust.

BY THE EXECUTION AND DELIVERY OF THIS DEED OF TRUST and the more detailed hereby the parties hereto agree that there are advised and explained herein to any and all persons by reference to the said trust writing to full know the provisions of Section A, sections paragraphs 1 through 4 thereof, and all articles including paragraphs 1 through 10 thereof, of this certain Historical Deed of Trust recorded in the public records in the office of the County Recorder of the following counties of the State of California on June 24, 1964, unless otherwise indicated by \* or \*\* in the text and pages, or hereby and hereafter designated after the date of such entry:

COUNTY	1960, 1961 Sales (\$ mil.)	CITY	1960, 1961 Sales (\$ mil.)	CITY	1960, 1961 Sales (\$ mil.)	COUNTY	1960, 1961 Sales (\$ mil.)	CITY	1960, 1961 Sales (\$ mil.)
Alameda	3746 348	Alameda	1164 710	Alameda	190 445	San Diego	358 396	San Diego	1954 191
Alameda	1 464	Alameda	144 645	Alameda	60 401	San Diego	1739 578	San Diego	2054 226
Alameda	137 433	Alameda	1754 110	Alameda	255 342	San Diego	2834 515	San Diego	634 271
Alameda	2336 998	Alameda	813 971	Alameda	301 193	San Diego	1301 199	San Diego	412 271
Alameda	187 812	Alameda	411 197	Alameda	339 219	San Diego	4734 474	San Diego	108 371
Alameda	522 294	Alameda	190 130	Alameda	7104 551	San Diego	2054 1130	San Diego	2734 318
Alameda	4441 442	Alameda	27779 85	Alameda	1070 141	San Diego	6134 132	San Diego	1744 140
Alameda	182 31	Alameda	204 449	Alameda	166 777	San Diego	1826 196	San Diego	2944 199
Alameda	495 461	Alameda	2224 131	Alameda	1734 344	San Diego	783 479	San Diego	784 219
Alameda	3425 523	Alameda	491 549	Alameda	4941 745	San Diego	31 476	San Diego	393 441
Alameda	467 199	Alameda	642 785	Alameda	299 128	San Diego	204 843	San Diego	
Alameda	395 514	Alameda	1635 195	Alameda	617 543	San Diego	1227 522	San Diego	

\*June 27, 1964: "June 26, 1964, New York Times, Item 3, Book review

A copy of said provisions so adopted and included herein by reference is set forth on the reverse hereof.

THE UNDERSIGNED TRUSTEE REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE HEREUNDER BE MAILED TO HIM AT HIS ADDRESS HEREINFORERE SET FORTH.

Signature of Trustee \_\_\_\_\_

STATE OF CALIFORNIA

On \_\_\_\_\_, 19\_\_\_\_, I hereby certify the undersigned, a Notary Public in and for said

COUNT OF \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Neural Networks

DEED OF TRUST IS EXECUTED SOLELY FOR THE PURPOSE OF POSTING BAIL  
IN THE CASE OF U.S. v. \_\_\_\_\_, defendant, U.S. DISTRICT  
COURT, NORTHERN DISTRICT OF CALIFORNIA, CR. NO. \_\_\_\_\_.

[illegible]

# SAMPLE

## Investment with a Purpose

Page 2 of 2 DEED OF TRUST

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

#### STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations, any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting services) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

**SUPERVISORY APPRAISER'S CERTIFICATION:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

**ADDRESS OF PROPERTY APPRAISED:** \_\_\_\_\_

**APPRAISER:**

**SUPERVISORY APPRAISER (only if required)**

Signature: _____	Signature: _____
Name: _____	Name: _____
Date Signed: _____	Date Signed: _____
State Certification #: _____	State Certification #: _____
or State License #: _____	or State License #: _____
State: _____	State: _____
Expiration Date of Certification or License: _____	Expiration Date of Certification or License: _____

☐ Yes ☐ Did Not Inspect Property



OBLIGATION

I/We, the undersigned, represent that (1) I/We am/are the owners of the property/properties pledged in the attached Deed of Trust; (2) the consideration for which said Deed of Trust is pledged as security is for the release of defendant \_\_\_\_\_ on bail, ordered in the amount of \$ \_\_\_\_\_ in UNITED STATES v. \_\_\_\_\_, CR. NO. \_\_\_\_\_ U.S. District Court, Northern District of California; (3) **I/WE FULLY UNDERSTAND THAT IF THE DEFENDANT FAILS TO COMPLY WITH THE TERMS OF THE BAIL ORDER, MY/OUR PROPERTY WILL BE FORECLOSED AND I/WE WILL LOSE MY/OUR PROPERTY**; (4) in the event bail is exonerated in said matter, said beneficiary of the Deed of Trust is authorized and requested to execute and acknowledge the Substitution of Trustee and Reconveyance document also attached hereto; (5) in the event bail is forfeited for failure to comply with the terms of the bail order, said beneficiary is authorized to request the trustee under the Deed of Trust to proceed with foreclosure under the terms of the Deed of Trust and to submit this document together with the order forfeiting bail and the Deed of Trust as conclusive evidence of default.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

SUBSTITUTION OF TRUSTEE

The undersigned hereby substitutes \_\_\_\_\_ as Trustee in place of \_\_\_\_\_ in the  
Deed of Trust executed by \_\_\_\_\_ as Trustor(s), dated \_\_\_\_\_ and recorded on \_\_\_\_\_  
in Book \_\_\_\_\_, Page \_\_\_\_\_, Official Records of \_\_\_\_\_ County, California.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

(Signature(s))

STATE OF CALIFORNIA, COUNTY OF \_\_\_\_\_ {ss}

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appeared  
\_\_\_\_\_ known to me to be the person(s) whose name/names is/are  
subscribed to the within instrument and acknowledged that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
(Seal) Notary Public in and for said County and State

My Commission expires: \_\_\_\_\_

\*\*\*\*\*  
RECONVEYANCE

\_\_\_\_\_, as substituted Trustee under the Deed of Trust, recorded on \_\_\_\_\_  
in Book \_\_\_\_\_, Page \_\_\_\_\_, Official Records, \_\_\_\_\_ County, California, having been requested in writing by the holder  
of the obligation(s) secured by said Deed of Trust, to reconvey the estate granted to the Trustee under said Deed of Trust, DOES  
HEREBY RECONVEY to the person(s) legally entitled thereto, without warranty, all the estate, title and interest acquired by the Trustee  
under said Deed of Trust.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

(Signature(s))

STATE OF CALIFORNIA, COUNTY OF \_\_\_\_\_ {ss}

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said County of State, personally appeared  
\_\_\_\_\_ known to me to the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
(Seal) Notary Public in and for said County and State

My Commission expires: \_\_\_\_\_

UNITED STATES v. \_\_\_\_\_ CR. NO. \_\_\_\_\_

